UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

REGION 2

In the Matter Of:

DALTON SCHOOLS, INC. d/b/a
THE DALTON SCHOOL,

Respondent, Case No. 02-CA-138611

-and- **Oral Argument Requested**

DAVID BRUNE, An Individual,

Charging Party.

RESPONDENT THE DALTON SCHOOLS, INC.'S d/b/a THE DALTON SCHOOL EXCEPTIONS TO THE DECISION OF ADMINISTRATIVE LAW JUDGE ARTHUR J. AMCHAN

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Pursuant to Section 102.46 of the Rules and Regulations of the National Labor Relations Board, Respondent The Dalton Schools, Inc. d/b/a The Dalton School ("Respondent") respectfully files the following exceptions to the Decision of Administrative Law Judge Arthur J. Amchan (the "ALJ"), dated June 1, 2015.

A. FACTUAL AND LEGAL EXCEPTIONS

1. To the finding that only "some parents and possibly some faculty members complained" (D.2, L.32-33), as such finding is contrary to the evidence in the record (Tr.134, L.19-25; Tr.135, L.3-14, L.24-25; Tr.136, L.1-20).
2. To the finding that "[i]n the week before the scheduled opening, students re-wrote parts of the play" (D.3, L.1-2), as such finding is contrary to the evidence in the record (Tr.96, L.6-24).
3. To the finding that "[the Charging Party] learned that a musical would be performed 3 days before the play was scheduled to open" (D.3, L.2-3), as such finding is contrary to the evidence in the record (Tr.96, L.20-24).
4. To the finding that "[a] lot of work had to be done in a very short time in order for the musical play to be performed as scheduled" (D.3, L.3-4), as such finding is contrary to the evidence in the record (Tr.41, L.7-11).
5. To the finding that only "[s]everal theater department staff members were unhappy with how the changes in the play were handled" (D.3, L.16-17), as such finding is contrary to the evidence in the record (Tr.41, L.18-19; Tr.93, L.7-13; Tr.94, L.6-7; Tr.98, L.2-5).
6. To the finding that "[o]n February 6, 2014, Department Chairman Robert Sloan drafted a letter that he proposed to send to Dalton management; Ellen Stein, the head of school, Jim Best, the associate head of school and Lorri Hamilton-Durbin, the director of the middle

school" (D.3, L.17-19), as such finding is contrary to the evidence in the record (Tr.52, L.24-25; Tr.53, L.1; Tr.54, L.21-25).

7. To the finding that "[t]he Charging Party, David Brune, sent 3 e-mails to other members of the theater department" (D.3, L.41-42), as such finding is contrary to the evidence in the record (Tr.70, L.6-16; R-4; GC-6; GC-7; GC-9).
8. To the finding that "it [was] the second [e-mail] sent on February 6, 2014 at 4:38 p.m. that led to [the Charging Party's] discharge" (D.3, L.42; D.4, L.1), as such finding is contrary to the evidence in the record (Tr.137, L.20-25; Tr.138, L.1-14, L.18-20; R-3; R-4).
9. To the Judge's decision to "ignore the first [e-mail sent by the Charging Party on February 6, 2014]" (D.4, L.1-2), as such decision is not inclusive of the full weight of the evidence in the record (GC-6).
10. To the finding that "[t]he essence of [Kevin] Gallagher's e-mail was that any protest to the school management or soliciting praise for a job well done would fall on deaf ears" (D.5, L.6-7), as such finding is contrary to the evidence in the record (Tr.68, L.12; Tr.167, L.10-13; Tr.175, L.19-25).
11. To the finding that the Charging Party's February 9, 2014 e-mail "was essentially a plan to avoid a repeat of the *Thoroughly Modern Millie* controversy in the future" (D.5, L.11-13), as such finding is contrary to the evidence in the record (Tr.66, L.5-7).
12. To the finding that "[o]n March 11, 2014, Ellen Stein 'summoned' David Brune to a meeting with herself, James Best and Lorri Hamilton-Durbin (D.5, L.21-22), as such finding is contrary to the evidence in the record (Tr.67, L.20-21).
13. To the finding that "the only disputed facts in this case concern what was said in this [March 11, 2014] meeting" (D.5, L.22-23), as such finding is not supported by the record.

14. To the finding that "[t]here are no contemporaneous notes of what transpired at the March 11, [2014] meeting" (D.6, L.8), as such finding is contrary to the evidence in the record (Tr.136, L.23-25; Tr.137, L.1-11; R-6).
15. To the finding that "[Ellen] Stein handed [David] Brune a copy of his February 6, [2014] e-mail" (D.6, L.16-17), as such finding is contrary to the evidence in the record (Tr.100, L.4-12).
16. To the finding that "[t]here is absolutely no evidence in this record that Stein and/or Best told Brune on April 17, [2014], that his contract was being rescinded in part because he lied to them on March 11, [2014]" (D.6, L.22-23), as such finding is contrary to the evidence in the record (Tr. 138:8-14).
17. To the finding that "Respondent rescinded his contract solely for the contents of the February 6, [2014] e-mail and that its reliance on his alleged lying on March 11, [2014] is a post-hoc rationalization" (D.6, L.26-28), as such finding is contrary to the evidence in the record (Tr.137, L.20-25; Tr.138, L.1-14, L.18-20; R-3; R-4).
18. To the finding that "what was said [on March 11, 2014] does not matter to the outcome of this case, because Respondent did not rely on [David] Brune's alleged lying in rescinding his contract" (D.6, fn.5), as such finding is contrary to the evidence in the record (Tr.74, L.24-25; Tr.75, L.1-2; Tr.137, L.20-25; Tr.160, L.22-25; R-5).
19. As to the Judge's conclusion that he "would reach no different result in this case even if [he] were to credit Respondent's witnesses and discredit [David] Brune as to what was said on March 11, [2014], and find that his "lie" was one of the reasons his contract was rescinded on April 17, [2014]" (D.6, fn.5), as such a conclusion is contrary to the law.

20. To the legal conclusion that "[David] Brune's discharge would not be rendered lawful even if he lied to Respondent on March 11, [2014] and if Respondent discharged him in part for this lie" (D.6, fn.5), as such conclusion is contrary to the law.
21. To the legal conclusion that "[t]he 'lie' was elicited by Respondent during an investigation that was motivated by Respondent's animus towards [David] Brune's protected e-mail" (D.6, fn.5), as such finding is contrary to the evidence in the record (Tr.67, L.20-21; Tr.68, L.10-12; Tr.69, L.2-4; Tr. 100, L.13-18; Tr.167, L.10-13), and contrary to the law.
22. To the legal conclusion that "reliance on such a 'lie' is not a legitimate defense to [the Charging Party's discharge" (D.6, fn.5), as such conclusion is contrary to the law.
23. To the legal conclusion that Respondent's purported "interrogation of [David] Brune regarding his protected activity on March 11, [2014], although not alleged in the complaint, violated the act" (D.6, fn.5), as such conclusion is not supported by the record and is contrary to the law.
24. To the legal conclusion that the purported "interrogation was unlawful" (D.6, fn.5), and that as a result, "[David] Brune was under no obligation to respond truthfully" (D.6, fn.5), as such conclusion is not supported by the record and is contrary to the law.
25. To the legal conclusion that the Charging Party's "dishonesty [did] not constitute a lawful reason for his discharge" (D.6, fn.5), as such conclusion is contrary to the law.
26. To the Judge's decision to discredit "any testimony from Respondent's witnesses suggesting that any conduct by [David] Brune prior to February 6, 2004 [sic] had anything to do with the rescission of his employment contract" (D.6, fn.5), as such conclusion is contrary to the evidence in the record (Tr.138, L.10; R-3; R-6; GC-10; GC-11).

27. To the finding that "[Ellen] Stein did not mention pre-2014 conduct to [David] Brune on April 17, [2014] when she informed him that his contract was being rescinded" (D.6, fn.5), as such finding is contrary to the evidence in the record (Tr.138, L.4-5; R-6).
28. To the legal conclusion that "Respondent violated Section 8(a)(1) in rescinding David Brune's employment contract" (D.7, L.4), as such conclusion is not supported by the record and is contrary to the law.
29. To the legal conclusion that "[t]he discussion amongst employees in the theater department as to how to address their concerns regarding the manner in which *Thoroughly Modern Millie* was handled was clearly protected concerted activity" (D.7, L.22-24), as such conclusion is not supported by the record and is contrary to the law.
30. To the finding that "[David] Brune's e-mail was clearly intended to induce group action" (D.7, L.24-25), as such finding in contrary to the evidence in the record (GC-6).
31. To the finding that "[t]he fact that no group address was ever made to management does not lead to any different result" (D.7, L.26-27), as such finding is not supported by the record and is contrary to the law.
32. To the finding that "there is no merit to Respondent's contention . . . that [David] Brune's e-mail did not relate to the terms and conditions of employment" (D.7, fn.6), as such finding is contrary to the evidence in the record (Tr.68, L.16-19; GC-3), as such finding is not supported by the record.
33. To the finding that "[Robert] Sloan's draft stating that "we" want to make management aware of the extra time, energy and artistry involved in producing *Thoroughly Modern Millie* under the conditions prevailing in January 2014 and the responses from [Allen] Kennedy and [David] Brune clearly demonstrate [sic] that several theater department employees were

concerned about a term and condition of employment" (D.7, fn. 6), as such finding is contrary to the evidence in the record (Tr.133, L.15-25).

34. To the finding that "[w]hen Ellen Stein saw that David Brune's e-mails were sent to the theater department and from the context of his email she knew that he was responding to communications from other employees regarding how to address the issues surrounding the production of *Thoroughly Modern Millie*" (D.7, L.32-35), as such finding is not supported by the record (GC-3; Tr.143, L.17-25; Tr.144, L.1-13).
35. To the finding that "[t]he beginning of the second paragraph of [David] Brune's e-mail, 'So, no, neither letter is any good,' makes it clear that [David] Brune was responding to communications from others in the department" (D.7, fn.7), as such finding is not supported by the record.
36. To the finding that "Respondent's contention in its brief that Ms. Stein did not know of the concerted nature of the Brune's [sic] February 6, [2014] e-mail has absolutely no support in this record" (D.7, L.37-38), as such finding is contrary to the evidence in the record (Tr.143, L.17-25; Tr.144, L.1-13; GC-3).
37. To the finding that "Tr.24-25 . . . establishes that [Ellen] Stein knew that [David] Brune had sent the e-mail to other employees" (D.7, L.38; D.8, L.17-18), as such finding is contrary to the evidence in the record (Tr.143, L.17-25; Tr.144, L.1-13; GC-3).
38. To the finding that "[a]t no point during the hearing did [Ellen Stein] contend that she thought the e-mail had been sent only to [Robert] Sloan" (D.8, L.18-19), as such finding is contrary to the evidence in the record (Tr.143, L.17-25; Tr.144, L.1-13; GC-3).

39. To the finding that "there is no evidence as to how frequently [Robert] Sloan effectively recommended employees for hire, or the last time that he did so" (D.8, fn.8), as such finding is contrary to the evidence in the record (Tr.180, L.8-10).

40. To the legal conclusion "if [Robert] Sloan is a supervisor, his knowledge of the concerted nature of [David] Brune's e-mail is imputed to Respondent" (D.8, fn.8), as such conclusion is contrary to the law.

41. To the finding that "Sloan's exercise of authority is too isolated to qualify him as a section 2(11) supervisor" (D.8, fn. 8), as such finding is contrary to the evidence in the record, and is contrary to the law.

42. To the finding that "Lorri Hamilton-Durbin . . . was aware from a January 29, 2013 meeting, that a number of faculty members had complaints about the way management had handled the controversy surrounding *Thoroughly Modern Millie*" (D.8, fn.8), as such finding is contrary to the evidence in the record (Tr.172, L.2-13; Tr.173, L.7-13).

43. To the finding that "[Lorri Hamilton-Durbin] . . . had also seen [David] Brune's February 6, [2014] e-mail . . . [t]hus, [Lorri] Hamilton-Durbin knew that the contents of that e-mail amounted to more than an individual complaint from David Brune" (D.8, fn.8), as such finding is not supported by the record.

44. To the finding that "when meeting with [Ellen] Stein and [James] Best on March 11, [2014], [David] Brune made it clear that he was speaking for other employees in the theater department as well as himself regarding the extra work caused by the last minute changes to the production of *Thoroughly Modern Millie*" (D.8, L.21-23), as such finding is contrary to the evidence in the record (Tr.68, L.10-12).

45. To the finding that "[t]he only issue in this case is whether the statements made in this e-mail are of such a nature that they forfeit the protections of the Act" (D.8, L.25-26), as such finding is not supported by the record.
46. To the legal conclusion that "[c]onsideration of factors 1 and 2 in the *Atlantic Steel* test favor a finding that [David] Brune did not lose the protection of the Act" (D.9, L.5-6), as such conclusion is not supported by the record and is contrary to the law.
47. To the finding that "there is no evidence that [David] Brune's e-mail adversely affected the ability of theater department employees to do their jobs [apart from whatever bad feeling lingered as a result of the *Thoroughly Modern Millie* experience generally]" (D.9, L.9-11),), as such finding is not supported by the record.
48. To the legal conclusion that "the *Atlantic Steel*" test was "not to be strictly applicable to this case" (D.9, L.11-12), as such conclusion is contrary to the evidence in the record and contrary to the law.
49. To the Judge's application of *Triple Play Sports Bar* & *Grille*, 361 NLRB 356 (2000) to the issues in this case (D.9, L.11-14), as *Triple Play Sports Bar & Grille* did not involve analysis of the same issues of law or fact presented by the record, and its application here was contrary to the law.
50. To the Judge's application of *Pier Sixty, LLC*, 362 NLRB No. 59 (March 31, 2015) to the issues in this case (D.9, L.11-14), as *Pier Sixty, LLC* did not involve analysis of the same issues of law or fact presented by the record, and its application here was contrary to the law.
51. To the legal conclusion that "apply[ing] *Atlantic Steel*, factor 3 tends to support finding that [David] Brune's e-mail was protected" (D.9, fn.10), as such conclusion is not supported by the record and is contrary to the law.

52. To the finding that "[t]he subject matter of [David] Brune's e-mail was a concern from several employees in the theater department" (D.9, fn.10), as such finding is contrary to the evidence in the record (Tr.133, L.15-25).

53. To the legal conclusion that "[f]actor 4 [of the *Atlantic Steel* analysis] is irrelevant" (D.9, fn.10), as such conclusion is contrary to the law.

54. To the finding that "[i]f [Robert] Sloan is a supervisor, one could argue that his e-mail was the provocation that should be taken into account in the *Atlantic Steel* analysis" (D.9, fn.11), as such finding is contrary to the law.

55. To the finding that "[t]he record is silent as to merits of employee dissatisfaction with Respondent's handling of *Thoroughly Modern Millie*" (D.9, fn.11), as such finding is contrary to the evidence in the record (Tr.133, L.15-25).

56. To the Judge's finding that he "would reach the same result applying either test" (D.9, L.12-14), as such finding is not supported by the record and is contrary to the law.

57. To the finding that "[t]here is no reason or Board precedent on which to conclude that the section 7 rights of teachers, who are protected by the Act, is any less than those of other employees" (D.9, fn.12), as such finding is contrary to the law.

58. To the finding that "a similar argument can be made with respect to other categories of employees, such as those working in the health care industry" (D.9, fn.12), as such finding is not supported by the record and is contrary to the law.

59. To the finding that "[w]here Congress has sought to curtain the section 7 rights of a class of employees, it has done so explicitly as in section 8(g)" (D.9, fn.12), as such finding is contrary to the law.

60. To the finding that "[a] case directly on point is *Union Carbide Corp*., 331 NLRB 356, 359-60 (2000)" (D.9, L.16), as such case is distinguished by the facts in the record.
61. To the finding that "*Ben Pekin Corp.*, 181 NLRB 1025 (1970)" is "[a]nother similar case" (D.9, L.18-19), as such case is distinguished by the facts in the record.
62. To the finding that "[t]he *Atlantic Steel* decision is at odds with later Board decisions in which similar conduct has been deemed insufficient to forfeit the protections of the Act" (D.9, L.24; D.10, L.1-2), as such finding is contrary to the law.
63. To the legal conclusion that "[i]f one were to apply the [test articulated in *Jimmy Johns*, 361 NLRB No. 27 (2014)], [David] Brune clearly did not forfeit the protections of the Act" (D.10, L.16-17), as such case is distinguished by the facts in the record and such conclusion is contrary to the law.
64. To the legal conclusion that "[a]n employee should not be held to stricter scrutiny when communicating with co-workers, as opposed to potential customers of the employer" (D.10, L.17-19), as such conclusion is contrary to the law.
65. To the legal conclusion that "the totality of Board precedent [led] to [the] conclu[sion] that [David] Brune did not forfeit the protections of the Act" (D.10, L.21-22), as such conclusion is contrary to the law.
66. To the finding that "[the Charging Party] "did not make any malicious and/or untrue statements of fact . . . did not use any obscenities . . . did not threaten Respondent's management; he merely demanded an apology" (D.10, L.22-24), as such finding is contrary to the evidence in the record (GC-3).

67. To the legal conclusion that "[David] Brune's e-mail in questioning the honesty, integrity and intelligence of Respondent's management did not forfeit the protections of the Act" (D.10, L.24-25), as such conclusion is contrary to the law.

68. To the legal conclusion that "Respondent . . . violated Section 8(a)(1) in rescinding [the Charging Party's] employment contract" (D.10, L.25-26), as such conclusion is contrary to the law.

69. To the finding that "[t]o the extent that Respondent relies on its employee handbook, the handbook itself violates the Act in interfering with protected conduct" (D.10, L.28-29), as such finding is not supported by the record (R-2), and is contrary to the law.

70. To the conclusion that "[i]f Respondent contends that [David] Brune's e-mail violated the conditions set forth in its employee handbook, the relevant portions of the handbook violate Section 8(a)(1)" (D.10, L.36-38), as such conclusion is not supported by the record (R-2), and is contrary to the law.

71. To the conclusion that "Respondent violated Section 8(a)(1) in interrogating David Brune about his protected concerted activity on March 11, 2014" (D.10, L.40-41), as such conclusion is contrary to the evidence in the record (Tr. 69:2-4), and is contrary to the law.

72. To the finding that Respondent "interrogat[ed]" the Charging Party (D.10, L.42), as such finding is contrary to the evidence in the record (Tr. 69:2-4; Tr.100, L.13-18), and is contrary to the law.

73. To the finding that Respondent's purported "interrogation of [David] Brune regarding his protected activity on March 11, [2014] although not alleged in the complaint, violated the Act" (D.10, L.43-44), as such finding is contrary to the evidence in the record (Tr. 69:2-4; Tr.100, L.13-18), and is contrary to the law.

74. To the finding that "[w]hen Respondent called [David] Brune into the [March 11, 2014] meeting, management had seen the February 6, [2014] e-mail and was aware of its concerted nature. . . [i]ndeed, the meeting was a trap" (D.10, L.45-47), as such finding is contrary to the evidence in the record (Tr. 69:2-4; Tr.100, L.13-18), and is contrary to the law.
75. To the finding that "Respondent asked [David] Brune about the e-mail without letting on that it was aware of it" (D.10, L.47-48), as such finding is not supported by the record.
76. To the finding that "[Respondent] would have expected [David] Brune to answer its questions in the manner that he did, regardless of whether he answered as he testified or as management testified" (D.10, L.48; D.11, L.1-2), as such finding is not supported by the record.
77. To the finding that "[h]ere a close connection exists between the complaint allegation regarding the discharge and Respondent's [purported] interrogation regarding the protected concerted activity for which [David] Brune was discharged" (D.11, L.6-8), as such finding is not supported by the record.
78. To the finding that "Respondent herein relies on the March 11, [2014] interrogation as a defense for [David] Brune's termination" (D.11, L.8-9), as such finding is not supported by the record.
79. To the finding that "the legality of the March 11, [2014] interrogation was fairly and fully litigated and that this [purported] interrogation violated Section 8(a)(1)" (D.11, L.9-10), as such finding is not supported by the record.
80. The legal conclusion that "Respondent violated Section 8(a)(1) of the Act in rescinding David Brune's employment contract for 2014 – 2015 on April 17, 2014" (D.11, L.13-14), as such conclusion is not supported by the record and is contrary to the law.

81. The legal conclusion that "Respondent violated Section 8(a)(1) in interrogating David Brune about his protected concerted activity on March 11, 2014" (D.11, L.16-17), as such conclusion is contrary to the evidence in the record (Tr. 69:2-4; Tr.100, L.13-18), and is contrary to the law.
82. To the Judge's Remedy requiring Respondent to offer the Charging Party "reinstatement and make him whole for any loss of earnings and other benefits" (D.11, L.21-22), as such order is contrary to the substantial weight of the evidence in the record, and is contrary to the law.
83. To the Judge's Remedy requiring Respondent to "reimburse the discriminatee in amounts equal to the difference in taxes owed upon receipt of a lump-sum backpay award and taxes that would have been owed had there been no discrimination" (D.11, L. 27-29), as such order is contrary to the substantial weight of the evidence in the record, and is contrary to the law.
84. To the Judge's Remedy requiring Respondent to "take whatever steps are necessary to insure that the Social Security Administration credits the discriminatee's backpay to the proper quarters on his Social Security earnings record" (D.11, L.29-31), as such order is contrary to the substantial weight of the evidence in the record, and is contrary to the law.
85. To the Judge's Order Subsections Nos. 1(a), (b) and (c) requiring Respondent to cease and desist from interrogating employees about their personal concerted activities, discharging or otherwise discriminating against any of its employees for engaging in and/or planning to engage in protected concerted activities, and from "interfering with, restraining, or coercing its employees in the exercise of their rights under Section 7 of the Act" (D.12, L.6-15), as such order is contrary to the evidence adduced at the hearing and the applicable law.
86. To the Judge's Order Subsection No. 2(a), requiring Respondent to offer the Charging Party full reinstatement without prejudice to this seniority or any other rights or privileges

previously enjoyed (D.12, L.19-21), as such order is contrary to the evidence adduced at the hearing and the applicable law.

87. To the Judge's Order Subsection No. 2(b), requiring Respondent to make the Charging Party whole for any loss of earnings and benefits suffered as a result of the discrimination against him (D.12, L.23-25), as such order is contrary to the evidence adduced at the hearing and the applicable law.

88. To the Judge's Order Subsection No. 2(c), requiring Respondent to compensate David Brune for adverse tax consequences of receiving a lump-sum backpay award and file a report with the Social Security Administration allocating the backpay award to the appropriate calendar quarters (D.12, L.27-29), as such order is contrary to the evidence adduced at the hearing and the applicable law.

89. To the Judge's Order Subsection No. 2(c)[1], requiring Respondent to remove from its files any reference to the unlawful discharge/rescission and notify the Charging Party in writing of this removal from Respondent's file and that the discharge/rescission will not be used against him (D.12, L31-33), as such order is contrary to the evidence adduced at the hearing and the applicable law.

90. To the Judge's Order Subsection No. 2(d), requiring Respondent to preserve additional time as the Regional Directory may allow and provide at a reasonable place designated by the Board, "all payroll records, social security payment records, timecards, personnel records and reports, and all other records" necessary to analyze the amount of backpay due (D.12, L.35-39), as such order is contrary to the evidence adduced at the hearing and the applicable law.

[1] The ALJ's Decision incorporates two Subsections 2(c). This paragraph refers to the second 2(c) in the Order Section of the ALJ's Decision.

91. To the Judge's Order Subsection No. 2(e), requiring Respondent to post the notice attached to the Decision (D.12, L.41 – D.13, L.11), as such order is contrary to the evidence adduced at the hearing and the applicable law.

92. To the Judge's Order Subsection No. 2(f), requiring Respondent to file a sworn certification (D.13, L.13-15), as such order is contrary to the evidence adduced at the hearing and the applicable law.

B. PROCEDURAL EXCEPTIONS

93. To the admission into evidence over Respondent's objection of GC-4 for the reasons stated on the record at the hearing (Tr.55, L.2-3).

94. To the admission into evidence over Respondent's objection of GC-5 for the reasons stated on the record at the hearing (Tr.58, L.2-3).

95. To the extent the Judge relied on GC-12, as this exhibit was introduced for identification only and is not part of the record (Tr.173, L.24-25).

96. To the admission into evidence of GC-9 on grounds of relevancy.

C. GENERAL EXCEPTION

97. To all factual findings and applications of law generally, to the extent that there is any ambiguity in the above-stated factual and legal and procedural exceptions, or any ambiguity in the Respondent's Brief in Support of its Exceptions to the Decision of Administrative Law Judge Arthur J. Amchan.

CONCLUSION

For the foregoing reasons and those set forth more fully in the accompanying brief in support of the exceptions above, Respondent respectfully requests the Board grant the exceptions above, reverse the Judge's Decision, and dismiss the case in its entirety.

Dated: July 20, 2015
New York, New York

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CERTIFICATE OF SERVICE

This is to certify that I have served a true and correct copy of Respondent the Dalton Schools, Inc.'s d/b/a The Dalton School Exceptions to the Decision of Administrative Law Judge Arthur J. Amchan in Case No. 02-CA-138611 via electronic filing through the National Labor Relations Board's website, www.NLRB.gov, upon:

Karen P. Fernbach
Regional Director
National Labor Relations Board
26 Federal Plaza Ste 3614
New York, NY 10278-3699

The Respondent the Dalton Schools, Inc.'s d/b/a The Dalton School Exceptions to the Decision of Administrative Law Judge Arthur J. Amchan was also served, via electronic mail, upon Counsel for the General Counsel, as follows:

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The Respondent the Dalton Schools, Inc.'s d/b/a The Dalton School Exceptions to the Decision of Administrative Law Judge Arthur J. Amchan was also served, via electronic mail, upon counsel of record for the Charging Party, as follows:

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Dated: New York, New York
July 20, 2015

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